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September 21, 2001

BY HAND DELIVERY

**T-01051B-01-0750**  
**T-03574A-01-0750**

Docket Control  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, Arizona 85007

Re: In the Matter of the Application of Qwest Corporation for Approval of an  
Reciprocal Compensation Amendment to the MCImetro Access  
Transmission Services, LLC for the State of Arizona

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of the Reciprocal Compensation Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and MCImetro Access Transmission Services, LLC ("MCImetro").

The Amendment is made in order to amend modify and supersede certain compensation provisions of the underlying Agreement. The Arizona Corporation Commission approved the underlying Agreement between Qwest and MCImetro on July 31, 1997 in Docket No. T-01051B-97-0479, Decision No. 60308. Enclosed is a service list for these dockets.

Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

FENNEMORE CRAIG

*Darcy Renfro*  
Darcy Renfro

Enclosures

cc: Michael A. Beach, MCI WorldCom  
Steve Olea, Acting Director, ACC Utilities Division  
Chris Kempley, Chief Counsel, ACC Legal Division

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1 SERVICE LIST FOR: Qwest Corporation  
Docket No. T-01051B-97-0479

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3003 N. Central Avenue, Suite 2600  
4 Phoenix, Arizona 85012

5 MCI WorldCom  
Attn: Michael A. Beach  
6 VP Western Telco Line Cost  
MCI Plaza, Suite 600 East  
7 6312 South Fiddlers Green Circle  
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8 Mr. Christopher C. Kempley  
9 Chief Counsel  
Arizona Corporation Commission  
10 1200 West Washington  
Phoenix, Arizona 85007

11 Mr. Steve Olea  
12 Acting Director, Utilities Division  
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13 1200 West Washington  
Phoenix, Arizona 85007

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**Amendment  
Superseding Certain  
Reciprocal Compensation Terms**

This is an Amendment Superseding Certain Reciprocal Compensation Terms ("Amendment") is entered into by and among the parties listed below this 29th day of June, 2001, and is applicable to this and any future Interconnection Agreement between Qwest Corporation (fka U S WEST Communications, Inc.) ("ILEC") and Brooks Fiber Communications of Idaho, Inc., Brooks Fiber Communications of Minnesota, Inc., Brooks Fiber Communications of New Mexico, Inc., Brooks Fiber Communications of Tucson, Inc., Brooks Fiber Communications of Utah, Inc.; MCImetro Access Transmission Services LLC, f/n/a MCImetro Access Transmission Services, Inc. or MCI Access Transmission Services, Inc. or MCImetro ATS, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., and any of its future affiliates or subsidiaries which are a Certified Local Exchange Carrier (hereinafter "CLEC") in: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington or Wyoming through March 31, 2004, whether negotiated or arbitrated. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

**RECITALS**

WHEREAS, CLEC and ILEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington or Wyoming the Parties wish to amend, modify and supersede certain compensation provisions of the ICAs, and adopt this intercarrier-compensation mechanism for the mutual exchange of traffic for local/EAS and internet-bound traffic during the term of this ICA, that are addressed in this Amendment and also incorporate the terms of this Amendment into future interconnection agreements between the Parties in such states through March 31, 2004.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Amendment Terms**

The following language will act to supersede, amend, and modify the ICA or future interconnection agreement whether negotiated or arbitrated notwithstanding any other provision of this ICA. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through March 31, 2004, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

"The Parties will not bill one another for functions, as defined in the appropriate ICA, performed in terminating local /EAS and internet-bound traffic, which may or may not include switching and transport, originated by the end-user of one Party and delivered to the other Party which then terminates the call to its end users. Transport which is not included in the functions, as defined in the appropriate ICA, performed to terminate a call will not be subject to this intercarrier compensation mechanism. The Parties expressly agree that this agreement not to bill for the functions performed in terminating a call does not apply to charges related to transiting functions, i.e. tandem switching and tandem

transport. Transiting function charges shall be levied on the Party originating a call which does not terminate at an end user of the Party providing the transiting function, but rather which terminates to a third party's end user. In addition, when a Party delivers traffic originated by a third party provider to the other Party for termination, both Parties shall bill the originating provider the relevant charges."

## **2. Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment as of April 1, 2001, and will continue to be effective in this ICA or in future interconnection agreements until March 31, 2004.

## **3. Additional Terms and Conditions**

3.1 Except as modified herein, the provisions of the ICA and any future interconnection agreement described herein through March 31, 2004, shall remain in full force and effect. Neither the ICA nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

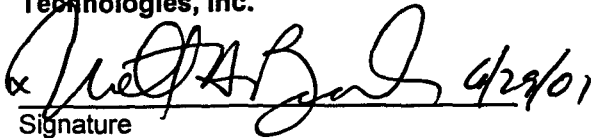
3.2 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

3.3 The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.

3.4 This Amendment shall be filed by the Parties with the state commission in each state listed in the recitals above. Neither Party may seek a stay of the state commission's approval of this Amendment or in any way seek to delay, postpone or interfere with the state commission's approval of this Amendment, and the Parties will cooperate in the effort to obtain such state commission approval.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Amendment as of the date set forth above, by their duly authorized representatives.

Brooks Fiber Communications of Idaho, Inc., Brooks Fiber Communications of Minnesota, Inc., Brooks Fiber Communications of New Mexico, Inc., Brooks Fiber Communications of Tucson, Inc., Brooks Fiber Communications of Utah, Inc.; MCI metro Access Transmission Services LLC, f/n/a MCI metro Access Transmission Services, Inc. or MCI m Access Transmission Services, Inc. or MCI metro ATS, Inc.; MCI WORLD COM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc.

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Signature

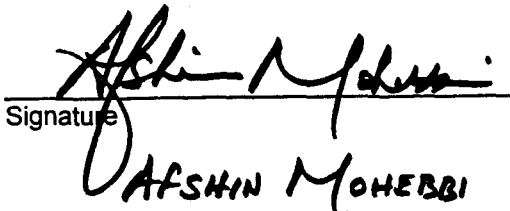
MICHAEL A. BEANT

Name Printed/Typed

VICE PRESIDENT

Title

Qwest Corporation



Signature

Name Printed/Typed

PRESIDENT & COO

Title

1 SERVICE LIST FOR: Qwest Corporation  
Docket No. T-01051B-96-0479  
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